INDIA NON JUDICIAL

सत्यमेव जयते

Government of Karnataka

Rs. 3,000

e-Stamp

Certificate No.	:	IN-KA53519816777973W
Certificate Issued Date	:	11-Mar-2024 02:33 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ BANGALORE10/ KA-RJ
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0868567179496851W
Purchased by	:	T NATARAJ
Description of Document	:	Article 5(i-d)(ii) Agreement or its records or MOA - Agreement relating to building works or labour or services Above Rs.10 lakhs
Property Description	:	TENDER AGREEMENT
Consideration Price (Rs.)	:	55,00,000 (Fifty Five Lakh only)
First Party	:	EXECUTIVE ENGINEER BYATARAYANAPURA DIVISION BBMP
Second Party	:	T NATARAJ
Stamp Duty Paid By	:	T NATARAJ
Stamp Duty Amount(Rs.)	:	3,000 (Three Thousand only)

Kodagu Dakshina Kannada Gowda Souharda Credit Co-operative Society Ltd
Authorised Signatory

T NATARAJ
IN-KA53519816777973W
RS. 3,000
11-MAR-2024 02:33 PM

Please write or type below this line

AGREEMENT

Agreement No. 55 /23-24

This agreement made on this 15th day of March 2024 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore–560092, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (Hereinafter called "the Employer") of the one part and **Sri. T Nataraj,** No. 2, 1st main road, Amarjyothi layout, Cholanagar, R T Nagar (Post), Bengaluru-560032 (hereinafter called "The Contractor") of the other part.

Executive Engineer
Byatarayanapura Division
BBMP, Bangalore-92

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas the Employer is desirous that the Contractor to execute the work of **Removal of silt & Repair and maintenance of footpath in new ward no.10 Byatarayanapura** for Work Code: **010-24-000003, Indent No. 1349. P Code: P3726 Zonal Public Works - POW Works** -60 per for Annual Maintenance and Re-asphalting of roads in Ward jurisdiction -Escrow Account - Old Ward Rs.1.20 Cr per ward and Rs.1.80 Cr for new wards, Administrative Approval No: AS/EE(BTP)/42/2023-24 Date: 14-12-2023 and Technical Sanction No: TS/CE(YLK)/47/2023-24 Date: 20-11-2023 of Tender Notification No. EE/BTP/BBMP/KPPP/13/2023-24, Date: 26-12-2023, (Hereinafter called "the Works") the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract Price of **Rs. 51,12,312.26** (Rupees Fifty One Lakh Twelve Thousand Three Hundred Twelve and Twenty Six Paisa only) Which works out **S R Rates.** The 5% FSD is exempted as per GO FD876EXP-1112/2017 Bangalore Dt: 10.10.2017 security deposit for an amount equivalent to 5% of the contract price shall be deducted in every running bill. However, in case of first & final bill the enter security deposit will be deducted for the final bill. **GST No: 29ABOPN2034N1Z5.**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. GST will be paid only for applicable Schedule of Rates only. And for other non-applicable items GST will not be paid.
6. Sub-Letting of work is prohibited.
7. The defect liability period for civil works & Asphalt works up to 20mm thick maintenance period is one year & more than 20mm thick maintenance period is three years from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
8. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
9. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
10. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
11. Further Details of the Work can be obtained from the Office of the Executive Engineer, Byatarayanapura Division, BBMP office, Byatarayanapura Bangalore –92.
12. The Bank Guarantee/FDR Validity Period should be renewed well in advance before 1 month of date of expiry period in case the work is not executed in stipulated time / Up to Defect Liability Period.
13. Works has to be executed as per the directions of the concerned EE, AEE and AE.
14. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
    - i) Letter of Acceptance;
    - ii) Notice to proceed with the works;
    - iii) Contractor's Tender as per e-proc Portal.
    - iv) Contract Data as per e-proc Portal.;
    - v) Conditions of contract (including Special Conditions of Contract);
    - vi) Specifications;
    - vii) Drawings;
    - viii) Bill of quantities; and
    - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of: 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of:

Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division,
B.B.M.P. Bangalore